

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Fort Dearborn Life Insurance Co.,

Plaintiff,

Civil No. 09-2011(RHK/FLN)

vs.

Andrew N. Sayre, and Eric D. Sayre,

Defendants.

CONSENT JUDGMENT ENTRY

This day this matter is before the Court upon Plaintiff Fort Dearborn Life Insurance Company's ("FDLIC") Complaint for Declaratory Judgment. The plaintiff FDLIC is represented by John Veith, Defendant Andrew N. Sayre is Pro Se, and Defendant Eric D. Sayre, is Pro Se. The Court makes the following findings.

1. The Court finds that Lawrence Sayre passed away on or about May 8, 2009.
2. The Court further finds that Lawrence Sayre was insured under a Group policy for group term life insurance issued by FDLIC to Case Western Reserve University, with a group policy number of MG20978-0001.
3. The Court further finds that the life insurance policy was in effect at the time of Lawrence Sayre's death.
4. The Court further finds that the death benefit on said life insurance policy is \$366,000.00.
5. That the Beneficiary Designation Form signed by Lawrence Sayre on March 22, 1993 lists beneficiaries as "Andrew N. Sayre & Eric D. Sayre and any future children".

6. Subsequent to Lawrence Sayre's death, FDLIC's representative contacted Lawrence Sayre's one brother, Steve Sayre, for the purpose of confirming whether Lawrence has any "future children" besides Andrew N. Sayre and Eric D. Sayre; Steve Sayre confirms that his brother Lawrence Sayre has no other children (see Steve Sayre affidavit attached to Complaint).
7. The court finds that Andrew N. Sayre and Eric D. Sayre are the only children born to decedent Lawrence Sayre, and thus the proper and sole beneficiaries to the life policy proceeds under Fort Dearborn's policy number MG20978-0001.
8. The Court further finds that the Plaintiff FDLIC has at no time denied liability, and has actually admitted liability, and is prepared to make immediate payment to the above-designated beneficiaries.
9. The Court further finds that the parties have reached an agreement with regard to distributing the life insurance proceeds. The agreement is as follows:
 - a. Andrew N. Sayre is to receive One Hundred Eighty Three Thousand Dollars (\$183,000.00);
 - b. Eric D. Sayre is to receive One Hundred Eighty Three Thousand Dollars (\$183,000.00).

IT IS THEREFORE HEREBY ORDERED, ADJUDGED, AND DECREED that the agreement of the parties hereinabove set out be and is hereby APPROVED, CONFIRMED, AND RATIFIED and the same shall be an ORDER of this Court. IT IS FURTHER ORDERED that Plaintiff FDLIC disburse the \$366,000.00 life insurance policy proceeds as set forth in this agreement.

This matter is hereby **DISMISSED WITH PREJUDICE**, with all parties to bear their own costs.

So ORDERED this 28th day of October, 2009

s/Richard H. Kyle
RICHARD H. KYLE
United States District Judge

APPROVED AND CONSENTED TO:

s/ G. John Veith
G. John Veith
Attorney for Plaintiff
Fort Dearborn Life Insurance Company

s/ Andrew N. Sayre
Andrew N. Sayre, Pro Se

s/ Eric D. Sayre
Eric D. Sayre, Pro Se